

RETURN DATE: JANUARY 25, 2022	: STATE OF CONNECTICUT
	:
FRANKLYN HEUSSER JR.	:
ET. AL	: SUPERIOR COURT
	:
V.	: JUDICIAL DISTRICT
	: OF ANSONIA/MILFORD
	:
	:
CITY OF ANSONIA	:
ET. AL	:
	: JANUARY 19, 2022

AMENDED COMPLAINT

I. The Parties

1. The plaintiff, ***Franklyn Heusser, Jr.*** , is, and was at all times relevant to this action, an adult resident of the State of Connecticut, City of Ansonia.

2. The plaintiff, ***Franks LLC***, is, and was at all times relevant to this action, a Connecticut Limited Liability Corporation with a business address of 142 Wakelee Avenue, Ansonia, CT. Frank's LLC is owned by plaintiff Franklyn Heusser Jr..

3. The defendant, ***City of Ansonia***, is, and was, at all times relevant to this action, a municipality located within the State of Connecticut, with a business address of 253 Main Street, Ansonia, CT. Defendant City of Ansonia is liable for the actions of their agents during the course of their duties.

4. The defendant, ***Andrew Cota***, is, and was, at all times relevant to this

action, an adult resident of the State of Connecticut, and employed by the City of Ansonia in the capacity of Chief of Police. At all times relevant to this complaint Defendant Cota was a lawful agent of the City of Ansonia and acting under the color of law.

5. The defendant, ***Christopher Flynn***, is, and was, at all times relevant to this action, an adult resident of the State of Connecticut, and employed by the Ansonia Police Department in the capacity of police officer. At all times relevant to this complaint Defendant Flynn was a lawful agent of the City of Ansonia and acting under the color of law.

6. The defendant, ***Wayne Williams***, is, and was, at all times relevant to this action, an adult resident of the State of Connecticut, and employed by the Ansonia Police Department as a police officer. At all times relevant to this complaint Defendant Williams was a lawful agent of the City of Ansonia.

7. The defendant, ***Patrick Lynch***, is, and was, at all times relevant to this action, an adult resident of the State of Connecticut, and employed by the Ansonia Police Department as a police officer. At all times relevant to this complaint Defendant Williams was a lawful agent of the City of Ansonia.

8. The defendant, ***Michael D'Alessio***, is, and was, at all times relevant to this action, an adult resident of the State of Connecticut, and employed by the City of Ansonia as Superintendent of Public Works. At all times relevant to this complaint

Defendant D'Alessio was a lawful agent of the City of Ansonia and acting under the color of law.

9. The defendant, ***Michael Eheman***, is, and was, at all times relevant to this action, an adult resident of the State of Connecticut, and employed by the Ansonia Department of Public Works as Building and Refuse Foreman. At all times relevant to this complaint Defendant Eheman was a lawful agent of the City of Ansonia and acting under the color of law.

II. The Facts

10. At all times relevant to this complaint the Plaintiffs were a licensed towing company in the State of Connecticut, located within the City of Ansonia.

11. The plaintiffs and defendant City of Ansonia have engaged in past litigation.

12. Said litigation was the result of agents of the Ansonia Police Department violating the plaintiff and his elderly father's Constitutional rights as well as other causes of action non-Constitutional in nature.

13. Specifically, the basis for the past litigation was the City of Ansonia violating the plaintiffs' First Amendment Rights as well as numerous other causes of action.

14. Franklyn Heusser Sr., the plaintiff's father, would attend meetings of the

Board of Aldermen and Police Commission and make statements that tax dollars were misused and taxpayers were not given the respect they deserve under the new Police Administration that had been installed.

15. This angered many who made policy in the City of Ansonia, specifically members of the Democratic Party, and former Chief of Police Kevin Hale.

16. As a means of retaliating the City of Ansonia, via the Chief of Police Kevin Hale, removed the plaintiffs from the City's Rotational Tow List and instructed his officers to falsely arrest/ and or give citations to the plaintiff.

17. As a result, of the aforementioned, and other facts and causes of action the plaintiffs brought suit against the City of Ansonia.

18. The result of this suit was a settlement.

19. This settlement constituted a valid and legal contract under Connecticut law.

20. Part of this settlement was that all parties would act in a professional, respectful and civilized manner towards each other.

21. This provision specifically related to defendant Flynn, who took it upon himself to confront the plaintiff and attempt to make his life difficult because of personal differences.

22. Defendant Flynn's spouse and the plaintiff had been friends since childhood.

23. This was a close friendship where the two would attend each other's birthday parties and were regularly visit one another's homes.

24. This friendship ended as a result of the plaintiffs' disputes with the City of Ansonia, specifically the plaintiffs' disputes with Defendant Williams.

25. Defendant Flynn's spouse was entangled in this dispute, as a result of the actions of Defendant Williams, causing Defendant Flynn to harbor a personal animus towards the plaintiff.

26. The actions of Defendant Williams in the aforementioned situation led to the Ansonia Police Department issuing him a lengthy suspension after a finding of wrong doing within the scope of his duties.

27. As a result, Defendant Flynn did not act in a courteous or professional manner towards the plaintiffs and instead did whatever he could to harass and aggravate the plaintiff in hopes of prompting an altercation.

28. Defendant Cota acknowledged plaintiff Heusser and Defendant Flynn had a longstanding personal dispute in a letter he sent to plaintiff Heusser that was a response to concerns plaintiff Heusser expressed to him.

29. The settlement agreement between the parties specified that Defendant Flynn was to cease engaging in such conduct.

30. While holding the office of Ansonia Chief of Police Kevin Hale respected the terms of the settlement agreement and there were no major issues between the

plaintiffs and the City of Ansonia.

31. There were no issues between the plaintiffs and Defendant Flynn for the remainder of Chief Hale's time in office.

32. Upon The retirement of Chief Kevin Hale Defendant Andrew Cota was named Ansonia Chief of Police.

33. Pursuant to his oath of office Defendant Cota was bound to honor the settlement agreement between the Plaintiff and the City.

34. Defendant Cota specifically refused to honor the terms of the settlement agreement and allowed and encouraged his officers to harass the plaintiff and interfere with his business.

35. This harassment included Defendant Flynn issuing the plaintiff citations which Defendant Cota would rescind and/revoke in his capacity as Chief of Police.

36. This harassment included Defendant Lynch conspiring with Defendant Williams to threatening plaintiff with arrest and other civil penalties if the plaintiff did not reduce his bills for service for certain individuals they had personal relationships with.

37. This conduct by Defendants Lynch and Williams negatively impacted the plaintiff's business.

38. Defendant Cota soon retired, and defendant Williams was named acting Police Chief.

39. Defendant Williams was bound to honor the terms of the settlement agreement.

40. As a result of his personal animus towards the plaintiff Defendant Williams refused to honor the settlement agreement and instead encouraged Defendant Flynn and others to harass the plaintiff.

41. As a result Defendant Flynn is once again harassing and attempting to cause conflict with the plaintiffs.

42. The actions of Defendants, City of Ansonia, Andrew Cota, Christopher Flynn, Wayne Williams and Patrick Lynch amount to breach of contract.

43. Pursuant to the official laws/rules/regulations/policies of the City of Ansonia, commercial businesses may not avail themselves to residential trash collection and must hire private companies to remove refuse that is the result of running a business.

44. The business Chippy's Service Station is located at 136 Wakelee Avenue, Ansonia, CT and it is a similarly situated business to the plaintiff Frank's LLC.

45. Upon information and belief Chippy's Service Station has an illicit and illegal relationship with a party at the Ansonia Department of Public Works.

46. This illegal and illicit relationship is designed to give Chippy's Service Station an unfair business advantage, in that they do not have to pay for refuse removal like all other businesses within the City of Ansonia.

47. For the past two years the plaintiff, Franklyn Heusser Jr., witnessed

Chippy's Service Station, was putting out commercial refuse and toxic material and said refuse and toxic material was being collected by the City of Ansonia via residential trash collection.

48. The plaintiff brought this to the attention of the Mayor David Cassetti.

49. The undersigned followed up with Mayor Cassetti and was told that plaintiffs should put out any non-toxic commercial refuse and it would be collected, just like this other business.

50. The City of Ansonia Town of Public Works, via defendants Michael D'Alessio and Michael Eheman refused to pick up the plaintiffs' commercial refuse.

51. The issue was again brought up with various Town Officials stating the City of Ansonia should be picking up the plaintiffs' commercial refuse as well.

52. Defendants D'Alessio and Eheman are in charge of residential trash collection and they are both responsible for Chippy's receiving special treatment.

53. Defendants D'Alessio and Eheman are acting under the color of law to give Chippy's Service Station an unfair advantage.

54. This unfair advantage, which they are not entitled to, is that Chippys does not have to pay for private refuse pickup like every other business in the City of Ansonia.

55. The City of Ansonia and Defendants D'Alessio and Eheman policy to pick up Chippy's commercial waste and not the plaintiffs' violates the plaintiffs' rights to Equal Protection under the law under the United States Constitution.

COUNT ONE (as to City of Ansonia, Cota, Flynn, Williams and Lynch)

Breach of Contract

Plaintiff hereby realleges, as fully set forth herein, paragraphs 1 through 42, of this complaint.

56. In the manner described above, the conduct and actions of defendants City of Ansonia, Andrew Cota, Christopher Flynn, Wayne Williams and Patrick Lynch amount to breach of contract under Connecticut law.

WHEREFORE the plaintiff claims judgment against the defendants, for compensatory damages; punitive damages; attorney's fees and costs; and such other relief as this court deems fair and equitable.

COUNT TWO (as to City of Ansonia, Cota, Flynn, Williams and Lynch)

Detrimental Reliance

Plaintiffs hereby reallege, as fully set forth herein, paragraphs 1 through 42, of this complaint.

57. In the manner described above, the conduct and actions of the defendants, caused the plaintiffs to rely to their detriment on the defendants City of Ansonia, Andrew Cota, Christopher Flynn, Wayne Williams and Patrick Lynch representation they would honor the settlement agreement to his detriment.

58. The plaintiffs relying to their detriment on the defendants' representations they would honor the agreement amounts to detrimental reliance under Connecticut Law.

WHEREFORE the plaintiff claims judgment against the defendants, for compensatory damages; punitive damages; attorney's fees and costs; and such other relief as this court deems fair and equitable.

COUNT THREE (as to City of Ansonia, Cota, Flynn, Williams and Lynch)

Tortious Interference with a business expectancy/contract

Plaintiff Frank's LLC hereby realleges, as fully set forth herein, paragraphs 1 through 42, of this complaint.

59. In the manner described above, the conduct and actions of the defendants, amount to tortious interference with contract and tortious interference with a business expectancy under Connecticut law.

60. The plaintiffs relying to their detriment on the defendants' representations they would honor the agreement amounts to detrimental reliance under Connecticut Law.

WHEREFORE the plaintiff claims judgment against the defendants, for compensatory damages; punitive damages; attorney's fees and costs; and such other relief as this court deems fair and equitable.

COUNT FOUR (as to City of Ansonia, Michael D'Alessio and Michael Ehman)

Equal Protection

Plaintiffs hereby reallege, as fully set forth herein, paragraphs 1 through 9 and 43 through 55, of this complaint.

61. In the manner described above, the conduct and actions of defendants City

of Ansonia, Michael D'Alessio and Michael Ehemman, denied the plaintiffs their right Equal Protection Rights pursuant to Connecticut law and the United States Constitution.

WHEREFORE the plaintiffs claims judgment against the defendants, for compensatory damages; punitive damages; attorney's fees and costs; and such other relief as this court deems fair and equitable.

COUNT FIVE

Negligent Infliction of Emotional Distress

Plaintiff hereby realleges, as fully set forth herein, paragraphs 1 through 55, of this complaint.

62. In the manner described above, the defendants were negligent in their treatment of the plaintiff in that in the exercise of due care it would have known that such conduct, would cause the plaintiff and any person of ordinary sensibilities to suffer emotional distress so severe that it could result in physical illness.

63. As a proximate result, the plaintiff Franklyn Heusser Jr., has suffered and continues to suffer emotional distress, as well as economic damages, in violation of Connecticut law.

WHEREFORE the plaintiff, claims judgment against the defendants, for compensatory damages; punitive damages; attorney's fees and costs; and such other relief as this court deems fair and equitable.

THE PLAINTIFFS,

BY:_____

Rob Serafinowicz (423695)
520 South Main Street
Naugatuck, CT 06770
203.802-7537
RS9907@GMAIL.COM
HIS Attorney

RETURN DATE: JANUARY 25, 2022

FRANKLYN HEUSSER JR.
ET. AL

V.

CITY OF ANSONIA
ET. AL

: STATE OF CONNECTICUT
:
:
: SUPERIOR COURT
:
: JUDICIAL DISTRICT
: OF ANSONIA/MILFORD
:
:
:
: JANUARY 19, 2022

DEMAND FOR RELIEF

The plaintiff claims damages in excess of \$15,000.

THE PLAINTIFFS,

BY: _____

Rob Serafinowicz (423695)
520 South Main Street
Naugatuck, CT 06770
203.802-7537
RS9907@GMAIL.COM
Their Attorney